374, folio 142, one of said Land Records, and being also the same real estate described and conveyed in a certain deed from C. Daniel Staley and Mamie V. Staley, his wife, to the said Mortgagors bearing even date herewith and executed, delivered and intended to be recorded simultaneously with the execution, delivery and recording of this mortgage, this being the purchase money mortgage given by the said Mortgagors on the said real estate for the above named amount which was used by them in the purchase thereof:

"And reference is hereby made to the above mentioned deeds and references therein contained for a more particular description of said real estate.

"Together with all buildings, improvements, rights, ways, waters, commons, easements, benefits, privileges and appurtenances whatsoever thereunto belonging or in any wise appertaining."

Second, that there is still due and owing to your Petitioner at this time on said Mortgage note the principal sum of Five thousand Dollars (\$5,000.00) with interest from the lst day of July, 1933 as will appear by reference to the said Promissory note filed herewith as part hereof and marked, "Exhibit A".

Third, that there is in the said Mortgage, a certified copy of which is filed herewith and marked "Exhibit B", a provision that if default be made by the said Mortgagors in the payment of the said promissory note at maturity, or any renewal thereof, when due, or any interest thereon when due, or if default shall be made in the performance of any of the covenants therein then it shall be lawful for your Petitioner, as Assignee aforesaid, to sell the said real estate, conveyed by said Mortgage, at public auction, upon giving at least three week's public notice of the time, place, manner and terms of sale in some newspaper published in the County wherein said land is situated, at least once a week for three successive weeks prior to the day of sale, and default having been made in the payment of said promissory note and interest thereon, your Petitioner became duly authorized to execute the power of sale contained in said Mortgage, by reason of default.

Fourth, that your Petitioner having first advertised the said real estate once a week for three successive weeks in the Frederick Post, a newspaper published in Frederick City, Frederick County, Maryland, setting forth time, place, manner and terms of sale as will appear by the Printers certificate filed herewith as a part hereof and marked "Exhibit C", and after filing a duly approved bond in your Honorable Court offered said real estate at public säkeat the Court House door in Frederick City, Maryland, on Friday, August 11th, 1933 at the hour of 11:00 o'clock A. M. and your Petitioner, attending said sale, then and there sold the same unto Commercial Bank of Maryland, a body corporate, it being then and there the highest and best bidder therefore, at and for the sum of Four Thousand Seven Hundred Fifty Dollars (\$4,750.00) which purchaser has fully complied with the terms of sale and signed the Acknowledgment of purchase which is filed herewith as a part hereof and marked "Exhibit D".

Wherefore your Petitioner reports the gross amount of said sale to be Four Thousand Seven Hundred Fifty Dollars (\$4,750.00) and prays that your Honorable Court may ratify and confirm the above sale as reported.

As in duty bound, etc.

E. H. McBride

Attorney for Petitioner.

H. Noel Haller
Assignee of Mortgagee.

State of Maryland, Frederick County, to wit:-

I hereby certify that on this 17 day of August, A. D. 1933, before me, the subscriber, a Notary Public, in and for Frederick County, Maryland, personally appeared H. Noel Haller, Assignee of Mortgagee, and made oath in due form of law that the matters and things stated in the aforegoing Petition and Report of Sale are true as therein set forth to the best of his knowledge and belief, and that the sale as herein reported was fairly made.